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Attorneys for Defendants/Counterclaimants  
NEATFREAK GROUP, INC. and  
NEATFREAK GROUP CORP. And  
Defendant TARGET CORPORATION

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

SEVILLE CLASSICS, INC., a  
California corporation,

Plaintiff,

v.

NEATFREAK GROUP, INC., an  
Ontario, Canada corporation;  
NEATFREAK GROUP CORP., a  
Delaware corporation; TARGET  
CORPORATION, a Minnesota  
corporation; and DOES 1-10,

Defendants.

Case No. 2:15-cv-06237-SJO-AS

**STIPULATED ~~PROPOSED~~  
PROTECTIVE ORDER**

Hon. S. James Otero

Hon. Alka Sagar  
Magistrate Judge

**ORDER AND STATEMENT OF GOOD CAUSE**

1  
2 1. Purposes and Limitation. Discovery in this action is likely to  
3 involve production of confidential, proprietary, or private information for which  
4 special protection from public disclosure and from use for any purpose other  
5 than prosecuting this litigation may be warranted. Accordingly, the parties  
6 hereby stipulate to and petition the Court to enter the following Stipulated  
7 Protective Order. The parties acknowledge that this Order does not confer  
8 blanket protections on all disclosures or responses to discovery and that the  
9 protection it affords from public disclosure and use extends only to the limited  
10 information or items that are entitled to confidential treatment under the  
11 applicable legal principles. The parties further acknowledge, as set forth in  
12 Paragraph 45, below, that this Stipulated Protective Order does not entitle them  
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14 procedures that must be followed and the standards that will be applied when a  
15 party seeks permission from the court to file material under seal.

16 2. Good Cause Statement. This action is likely to involve trade  
17 secrets, customer and pricing lists and other valuable research, development,  
18 commercial, financial, technical and/or proprietary information for which  
19 special protection from public disclosure and from use for any purpose other  
20 than prosecution of this action is warranted. Such confidential and proprietary  
21 materials and information consist of, among other things, confidential business  
22 or financial information, information regarding confidential business practices,  
23 or other confidential research, development, or commercial information  
24 (including information implicating privacy rights of third parties), information  
25 otherwise generally unavailable to the public, or which may be privileged or  
26 otherwise protected from disclosure under state or federal statutes, court rules,  
27 case decisions, or common law. Accordingly, to expedite the flow of  
28 information, to facilitate the prompt resolution of disputes over confidentiality

1 of discovery materials, to adequately protect information the parties are entitled  
2 to keep confidential, to ensure that the parties are permitted reasonable  
3 necessary uses of such material in preparation for and in the conduct of trial, to  
4 address their handling at the end of the litigation, and serve the ends of justice, a  
5 protective order for such information is justified in this matter. It is the intent of  
6 the parties that information will not be designated as confidential for tactical  
7 reasons and that nothing be so designated without a good faith belief that it has  
8 been maintained in a confidential, non-public manner, and there is good cause  
9 why it should not be part of the public record of this case.

#### 10 **DEFINITIONS**

11 3. Action: this pending federal law suit.

12 4. Challenging Party: a Party or Non-Party that challenges the  
13 designation of information or items under this Order.

14 5. “CONFIDENTIAL” Information or Items: information (regardless  
15 of how it is generated, stored or maintained) or tangible things that qualify for  
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above  
17 in the Good Cause Statement.

18 6. Counsel: Outside Counsel of Record and House Counsel (as well  
19 as their support staff).

20 7. Designating Party: a Party or Non-Party that designates  
21 information or items that it produces in disclosures or in responses to discovery  
22 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE  
23 COUNSEL’S EYES ONLY.”

24 8. Disclosure or Discovery Material: all items or information,  
25 regardless of the medium or manner in which it is generated, stored, or  
26 maintained (including, among other things, testimony, transcripts, and tangible  
27 things), that are produced or generated in disclosures or responses to discovery  
28 in this matter.

1           9.     Expert: a person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel  
3 to serve as an expert witness or as a consultant in this Action.

4           10.   “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES  
5 ONLY” Information or Items: information (regardless of how it is generated,  
6 stored or maintained) or tangible things that qualify for protection under Federal  
7 Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
8 Statement, that is extremely sensitive information the disclosure of which to  
9 another party or non-party would likely harm the competitive position of the  
10 party producing the information. Examples of information that could be  
11 considered HIGHLY CONFIDENTIAL–OUTSIDE COUNSEL’S EYES  
12 ONLY include sales volumes, sales units, cost of goods sold, price structures,  
13 discounts, business costs, profits, margins, technical documents, marketing  
14 strategies, competitive business plans, and the identity of customers.

15           11.   House Counsel: attorneys who are employees of a party to this  
16 Action. House Counsel does not include Outside Counsel of Record or any  
17 other outside counsel.

18           12.   Non-Party: any natural person, partnership, corporation,  
19 association, or other legal entity not named as a Party to this action.

20           13.   Outside Counsel of Record: attorneys who are not employees of a  
21 party to this Action but are retained to represent or advise a party to this Action  
22 and have appeared in this Action on behalf of that party or are affiliated with a  
23 law firm which has appeared on behalf of that party, and includes support staff.

24           14.   Party: any party to this Action, including all of its officers,  
25 directors, employees, consultants, retained experts, and Outside Counsel of  
26 Record (and their support staffs).

27           15.   Producing Party: a Party or Non-Party that produces Disclosure or  
28 Discovery Material in this Action.



**DESIGNATING PROTECTED MATERIAL**

22. Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

23. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

24. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

25. Manner and Timing of Designations. Except as otherwise provided in this Order (*see, e.g.*, Paragraph 26(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated at the time the material is disclosed or produced.

26. Designation in conformity with this Order requires:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – OUTSIDE

1 COUNSEL’S EYES ONLY” (hereinafter “CONFIDENTIALITY legend”), to  
2 each page that contains protected material. If only a portion or portions of the  
3 material on a page qualifies for protection, the Producing Party also must clearly  
4 identify the protected portion(s) (e.g., by making appropriate markings in the  
5 margins). A Party or Non-Party that makes original documents available for  
6 inspection need not designate them for protection until after the inspecting Party  
7 has indicated which documents it would like copied and produced. During the  
8 inspection and before the designation, all of the material made available for  
9 inspection shall be deemed “HIGHLY CONFIDENTIAL – OUTSIDE  
10 COUNSEL’S EYES ONLY.” After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must determine  
12 which documents, or portions thereof, qualify for protection under this Order.  
13 Then, before producing the specified documents, the Producing Party must affix  
14 the “CONFIDENTIALITY legend” to each page that contains Protected  
15 Material. If only a portion or portions of the material on a page qualifies for  
16 protection, the Producing Party also must clearly identify the protected  
17 portion(s) (e.g., by making appropriate markings in the margins).

18 b. For a deposition transcript, the Producing Party shall  
19 designate the transcript as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
20 – OUTSIDE COUNSEL’S EYES ONLY” by requesting such treatment thereof  
21 either on the record at the time of the deposition or by written notice to all  
22 counsel of record after service of the final deposition transcript. If confidential  
23 treatment of a transcript is requested by a party by written notice after  
24 completion of a deposition, such written notice shall be provided to all counsel  
25 of record within fourteen (14) days after completion and service of the final  
26 transcript. Such written notice shall specifically identify by page and line  
27 number all portions of the transcript that should be treated as  
28 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE



1 COUNSEL’S EYES ONLY” in accordance with this Protective Order. All  
2 counsel receiving such notice shall be responsible for marking the copies of the  
3 designated transcript or portion thereof in their possession or control as  
4 provided for in the written notice. The parties shall not disseminate a deposition  
5 transcript or the contents thereof beyond the persons designated in Paragraph 34  
6 below, as applicable, for a period of fourteen (14) days after completion and  
7 service of the final transcript, except that portions of the transcript may be filed  
8 under seal with the Court in connection with these proceedings. Documents or  
9 things used as exhibits at a deposition that a party desires to be subject to this  
10 Protective Order shall be separately stamped or marked “CONFIDENTIAL” or  
11 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” The  
12 disclosing party will have the right to exclude from attendance at a deposition,  
13 during such time as the Confidential Information is to be disclosed, any person  
14 other than the deponent, counsel, the court reporter, the videographer, and the  
15 person(s) agreed upon pursuant to Paragraphs 33 and 34 below, as applicable.

16 c. For information produced in some form other than  
17 documentary (including, without limitation, electronically stored information  
18 produced in native format) and for any other tangible items, that the Producing  
19 Party affix in a prominent place on the media or exterior of the container or  
20 containers in which the information is stored the legend “CONFIDENTIAL” or  
21 “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” If  
22 only a portion or portions of the information warrants protection, the Producing  
23 Party, to the extent practicable, shall identify the protected portion(s).

24 27. Inadvertent Failures to Designate. If timely corrected, an  
25 inadvertent failure to designate qualified information or items does not, standing  
26 alone, waive the Designating Party’s right to secure protection under this Order  
27 for such material. Upon timely correction of a designation, the Receiving Party  
28 must make reasonable efforts to assure that the material is treated in accordance



1 with the provisions of this Order.

2 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

3 28. Timing of Challenges. Any Party or Non-Party may challenge a  
4 designation of confidentiality at any time that is consistent with the Court's  
5 Scheduling Order.

6 29. Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process under Local Rule 37.1 et seq.

8 30. The burden of persuasion in any such challenge proceeding shall be  
9 on the Designating Party. Frivolous challenges, and those made for an improper  
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
11 parties) may expose the Challenging Party to sanctions. Unless the Designating  
12 Party has waived or withdrawn the confidentiality designation, all parties shall  
13 continue to afford the material in question the level of protection to which it is  
14 entitled under the Producing Party's designation until the Court rules on the  
15 challenge.

16 **ACCESS TO AND USE OF PROTECTED MATERIAL**

17 31. Basic Principles. A Receiving Party may use Protected Material  
18 that is disclosed or produced by another Party or by a Non-Party in connection  
19 with this Action only for prosecuting, defending, or attempting to settle this  
20 Action. Such Protected Material may be disclosed only to the categories of  
21 persons and under the conditions described in this Order. When the Action has  
22 been terminated, a Receiving Party must comply with the provisions of  
23 Paragraph 46 below (FINAL DISPOSITION).

24 32. Protected Material must be stored and maintained by a Receiving  
25 Party at a location and in a secure manner that ensures that access is limited to  
26 the persons authorized under this Order.

27 33. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
28 otherwise ordered by the court or permitted in writing by the Designating Party,

1 a Receiving Party may disclose any information or item designated  
2 “CONFIDENTIAL” only to:

3 a. the Receiving Party’s Outside Counsel of Record in this  
4 Action, as well as employees of said Outside Counsel of Record to whom it is  
5 reasonably necessary to disclose the information for this Action;

6 b. the officers, directors, and employees (including House  
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
8 this Action;

9 c. Experts (as defined in this Order) of the Receiving Party to  
10 whom disclosure is reasonably necessary for this Action and who have signed  
11 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 d. the court and its personnel;

13 e. court reporters, videographers and their staff;

14 f. professional jury or trial consultants, mock jurors, and  
15 Professional Vendors to whom disclosure is reasonably necessary for this  
16 Action and who have signed the “Acknowledgment and Agreement to Be  
17 Bound” (Exhibit A);

18 g. the author or recipient of a document containing the  
19 information or a custodian or other person who otherwise possessed or knew the  
20 information;

21 h. during their depositions, witnesses, and attorneys for  
22 witnesses, in the Action to whom disclosure is reasonably necessary provided:  
23 (1) the deposing party requests that the witness sign the form attached as Exhibit  
24 A hereto; and (2) they will not be permitted to keep any confidential information  
25 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
26 A), unless otherwise agreed by the Designating Party or ordered by the court.  
27 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
28 Protected Material may be separately bound by the court reporter and may not

1 be disclosed to anyone except as permitted under this Stipulated Protective  
2 Order; and

3 i. any mediator or settlement officer, and their supporting  
4 personnel, mutually agreed upon by any of the parties engaged in settlement  
5 discussions.

6 34. Disclosure of “CONFIDENTIAL-OUTSIDE COUNSEL’S EYES  
7 ONLY” Information or Items. Unless otherwise ordered by the court or  
8 permitted in writing by the Designating Party, a Receiving Party may disclose  
9 any information or item designated “CONFIDENTIAL-OUTSIDE  
10 COUNSEL’S EYES ONLY” only to:

11 a. the Receiving Party’s Outside Counsel of Record in this  
12 Action, as well as employees of said Outside Counsel of Record to whom it is  
13 reasonably necessary to disclose the information for this Action;

14 b. Experts (as defined in this Order) of the Receiving Party to  
15 whom disclosure is reasonably necessary for this Action and who have signed  
16 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 c. the court and its personnel;

18 d. court reporters, videographers and their staff;

19 e. professional jury or trial consultants, mock jurors, and  
20 Professional Vendors to whom disclosure is reasonably necessary for this  
21 Action and who have signed the “Acknowledgment and Agreement to Be  
22 Bound” (Exhibit A);

23 f. the author or recipient of a document containing the  
24 information or a custodian or other person who otherwise possessed or knew the  
25 information; and

26 g. any mediator or settlement officer, and their supporting  
27 personnel, mutually agreed upon by any of the parties engaged in settlement  
28 discussions.

1           35. Disclosure of “CONFIDENTIAL” and “CONFIDENTIAL-  
2 OUTSIDE COUNSEL’S EYES ONLY” Information to Experts. If any  
3 Receiving Party desires to disclose information designated “CONFIDENTIAL”  
4 or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” to any  
5 Expert pursuant to paragraphs 33(c) or 34(b) above, it must first identify in  
6 writing to the attorneys for the Producing Party each such Expert. Such  
7 identification shall include a current curriculum vitae and a signed  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A) from the Expert.  
9 The attorney for the Producing Party shall have five (5) business days from  
10 receipt of such notice to object in writing to disclosure of such information to  
11 any Expert so identified. If no objection is timely made, then  
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
13 EYES ONLY” information may be disclosed to such Expert. The Parties shall  
14 attempt to resolve any objections informally. If objection is made, then any  
15 Party challenging the disclosure of Protected Material to the Expert may bring  
16 before the Court the question of whether Protected Material may be disclosed to  
17 such Expert. Any such motion shall be filed within ten (10) business days from  
18 the date of written objection to the disclosure. If no such motion is filed within  
19 this ten (10) business day period, Protected Material may be disclosed to that  
20 Expert. If a motion is filed, disclosure of Protected Material to the Expert shall  
21 not be made before approval of the Expert by the Court; and in no event shall  
22 disclosure be made before the deadlines for objecting and filing a motion set  
23 forth in this Paragraph 35. The burden of establishing confidentiality shall be  
24 on the Party who made the claim of confidentiality, but information designated  
25 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE  
26 COUNSEL EYES ONLY” shall be deemed as such until the matter is resolved.

27 ///

28 ///

**PROTECTED MATERIAL SUBPOENAED OR  
ORDERED PRODUCED IN OTHER LITIGATION**

36. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY,” that Party must:

a. promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

b. promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

c. cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

37. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

38. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” Such information

1 produced by Non-Parties in connection with this litigation is protected by the  
2 remedies and relief provided by this Order. Nothing in these provisions should  
3 be construed as prohibiting a Non-Party from seeking additional protections.

4 39. In the event that a Party is required, by a valid discovery request, to  
5 produce a Non-Party's confidential information in its possession, and the Party  
6 is subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8 a. promptly notify in writing the Requesting Party and the Non-  
9 Party that some or all of the information requested is subject to a confidentiality  
10 agreement with a Non-Party;

11 b. promptly provide the Non-Party with a copy of the  
12 Stipulated Protective Order in this Action, the relevant discovery request(s), and  
13 a reasonably specific description of the information requested; and

14 c. make the information requested available for inspection by  
15 the Non-Party, if requested.

16 40. If the Non-Party fails to seek a protective order from this court  
17 within 14 days of receiving the notice and accompanying information, the  
18 Receiving Party may produce the Non-Party's confidential information  
19 responsive to the discovery request. If the Non-Party timely seeks a protective  
20 order, the Receiving Party shall not produce any information in its possession or  
21 control that is subject to the confidentiality agreement with the Non-Party before  
22 a determination by the court. Absent a court order to the contrary, the Non-  
23 Party shall bear the burden and expense of seeking protection in this court of its  
24 Protected Material.

#### 25 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 41. If a Receiving Party learns that, by inadvertence or otherwise, it has  
27 disclosed Protected Material to any person or in any circumstance not  
28 authorized under this Stipulated Protective Order, the Receiving Party must

1 immediately (a) notify in writing the Designating Party of the unauthorized  
2 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
3 Protected Material, (c) inform the person or persons to whom unauthorized  
4 disclosures were made of all the terms of this Order, and (d) request such person  
5 or persons to execute the "Acknowledgment and Agreement to Be Bound" that  
6 is attached hereto as Exhibit A.

7 **INADVERTENT PRODUCTION OF PRIVILEGED OR**  
8 **OTHERWISE PROTECTED MATERIAL**

9 42. The parties acknowledge that regardless of the diligence of any  
10 party, an inadvertent production of privileged or attorney work product  
11 documents may occur. If a party, through inadvertence, produces or provides  
12 discovery that it reasonably believes is privileged or otherwise immune from  
13 discovery, the party may claw-back the protected document by making a written  
14 request to the receiving party specifically identifying the protected document by  
15 Bates number and including the date, author, addressees, and topic of the  
16 document as well as a brief explanation substantiating the claim of privilege. If  
17 these conditions are met, the receiving parties shall return to the producing party  
18 such inadvertently produced materials and all copies thereof within five (5)  
19 business days of receipt of the written request. Return of materials shall not  
20 constitute an admission or concession, or permit any inference, that the returned  
21 materials are, in fact, properly subject to a claim of privilege or immunity from  
22 discovery. The record of the identity and nature of an inadvertently produced  
23 document may not be used for any purpose other than in preparation of a motion  
24 to compel the production of the same document in this action. No information in  
25 an inadvertently produced document may be used or relied upon for any other  
26 purpose in this action until the Court so orders. After the return of the  
27 document(s), the receiving party may still challenge the producing party's  
28 claim(s) of privilege or work-product by making a motion to the Court.



**MISCELLANEOUS**

43. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

44. Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

45. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

**FINAL DISPOSITION**

46. After the final disposition of this Action, as defined in paragraph 21, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) all of the Producing Party's Protected Material has been returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding

1 this provision, Counsel are entitled to retain an archival copy of all pleadings,  
 2 motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 3 correspondence, deposition and trial exhibits, expert reports, attorney work  
 4 product, and consultant and expert work product, even if such materials contain  
 5 Protected Material. Any such archival copies that contain or constitute Protected  
 6 Material remain subject to this Protective Order as set forth in Paragraph 21  
 7 (DURATION).

### 8 VIOLATIONS

9 47. Any violation of this Order may be punished by any and all  
 10 appropriate measures including, without limitation, contempt proceedings  
 11 and/or monetary sanctions.

### 13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

14 Date: March 23, 2016

Date: March 23, 2016

15 /s/ Paul A. Stewart

/s/ Jordan Herzog (with permission)

16 Paul A. Stewart

Jordan Herzog

17 Ali S. Razai

Jonathan S. Goodman

18 David G. Kim

**PATZIK, FRANK & SAMOTNY LTD.**

19 **KNOBBE, MARTENS, OLSON  
& BEAR, LLP**

Attorneys for  
 Defendants/Counterclaimants  
**NEATFREAK GROUP, INC. and**  
**NEATFREAK GROUP CORP.**  
 And Defendant  
**TARGET CORPORATION**

20 Attorneys for Plaintiff/  
 Counterclaimant,  
 21 **SEVILLE CLASSICS, INC.**

### 23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24 DATED: March 24, 2016

26 / s /

27 Honorable Alka Sagar  
 United States Magistrate Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury under the laws of the United States of America that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the  
 United States District Court for the Central District of California on [date] in the  
 case of *Seville Classics, Inc. v. Neatfreak Group, Inc., et al.*, Case No. 2:15-cv-  
 06237-SJO-AS. I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt.  
 I solemnly promise that I will not disclose in any manner any information or  
 item that is subject to this Stipulated Protective Order to any person or entity  
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for the purpose of enforcing the  
 terms of this Stipulated Protective Order, even if such enforcement proceedings  
 occur after termination of this action. I hereby appoint  
 \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection  
 with this action or any proceedings related to enforcement of this Stipulated  
 Protective Order.

Date: \_\_\_\_\_

City and State or Nation where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

22967421